

**Ross Valley Fire Department Board of Directors
STAFF REPORT**

For the meeting of December 8, 2021

To: Ross Valley Fire Board

From: Jason Weber, Fire Chief

Subject: Review of Proposed Third Amendment to the Amended and Restated Joint Powers Agreement and Side Letter with the Ross Valley Firefighters

RECOMMENDATION

Receive Proposed Third Amendment to the Amended and Restated Joint Powers Agreement and Side Letter with the Ross Valley Firefighters – Provide direction to staff prior to circulation of the Third Amendment to the Amended and Restated Joint Powers Agreement and partial execution of the Side Letter with the Ross Valley Firefighters.

BACKGROUND/DISCUSSION

At your November 10, 2021 Fire Board meeting, your Board reached agreement on a single option related to the Ross Fire Station future. Your Board directed staff to develop a third Amendment to the RVFD Joint Powers Agreement and return with the proposed changes for review prior to circulating with the member agencies for ratification. Additionally, your Board directed staff to draft a side letter of agreement with the Ross Valley Firefighters covering the associated labor impacts.

Staff worked with the Management Committee and legal counsels from each of the member agencies, including the Ross Valley Fire Department’s legal counsel on the attached documents. The amendments to the JPA are based on your Board’s action related to the policy considerations that were presented as part of the option highlighted below:

Eliminate Engine 18, shift personnel West to other stations
(One less engine; no reduction in personnel)

Policy Considerations for your Board:

- Staff is recommending savings (estimated to reach \$300k annually) in staffing and vehicle replacement (1 less engine) be attributed to Ross as savings materialize.
- Staff is recommending one-time capital costs associated with interior remodels at the Fairfax Station 21 be covered by the Town of Fairfax (estimated not to exceed \$210,000)

- Staff is recommending that personnel moving West from Station 18 be located at Stations 19 and 21.
- Staff is recommending the lease agreement with the Ross Valley Paramedic Authority (RVPA) for housing a paramedic ambulance and crew (currently \$32k annually payable to RVFD) be redirected to the Town of Ross after Ross completes the construction of a \$2 mil ambulance quarters with an increase to the lease amount of \$50k annually.
- Staff is recommending implementation date of July 1, 2025 if agreement is reached.
- Staff is recommending Ross would share in Station 19 facility costs under proposed formula of incident activity percentage (currently 27%) for capital repairs and building maintenance.
- Staff is recommending Ross cover reasonable hard costs (RVFD attorney fees) associated with this decision and subsequent amendments to the JPA.
- Staff is recommending Labor items be carried out in the form of a “side letter of agreement” which will be drafted at your direction.
- Staff is recommending the Labor Mgmt. Sub-Committee meet regularly (at least quarterly) to address the remaining engine company staffed with two personnel.

SUMMARY:

Upon your Board’s review of the attached amendments to the JPA the document will be circulated to the member agencies for ratification at their respective future Councils and Board meetings. The side letter of agreement will be forwarded to the Ross Valley Firefighters for partial execution after your review and return to your Board for final execution.

FISCAL IMPACT:

The receipt of this Staff Report does not have any associated fiscal impact.

Attachments: Third Amendment to the Amended and Restated JPA – Attachment #1
Side Letter with the Ross Valley Firefighters – Attachment #2

THIRD AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Third Amendment to the Amended and Restated Joint Powers Agreement (“Third Amendment”) is entered into as of January 1, 2022 (the “Third Amendment Effective Date”), and is made by and among the Town of Fairfax, a municipal corporation (“Fairfax”), the Town of San Anselmo, a municipal corporation (“San Anselmo”), the Sleepy Hollow Fire Protection District, an independent special district of the State of California (“Sleepy Hollow”), and the Town of Ross, a municipal corporation (“Ross”), each a “Member,” and collectively referred to as the “Members.”

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the “Agreement”). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the “Authority”).

C. The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the “First Amendment”), to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members’ cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the “Second Amendment”), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

E. The Members desire to enter into this Third Amendment to the Amended and Restated Joint Powers Agreement to: (1) provide for the closure of the Ross Fire Station and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. Section 9.2, **Fire Station Maintenance**, is hereby amended by adding subsections d., e. and f. to read as follows:

“9.2 Fire Station Maintenance

d. Closure of the Ross Fire Station. Fire Station 18, located at 33 Sir Francis Drake Boulevard in Ross, CA (the “Ross Fire Station”) shall be closed on July 1, 2025, or upon a written agreement among all Members to close on an earlier date (such closure date being the “Ross Fire Station Closure Date”).

e. One Time Cost For Remodel of Fire Station 21. On or before the Ross Fire Station Closure Date, the Town of Fairfax shall contribute one-time costs not to exceed \$210,000 to fund the interior remodel of Fire Station 21, located at 10 Park Road in Fairfax, CA (“Station 21”) to accommodate additional staffing.

f. Shared Costs for Station 19. Commencing in the first fiscal year following the Ross Fire Station Closure Date, and in each fiscal year thereafter, the Town of Ross and the Town of San Anselmo shall share the maintenance costs of Fire Station 19, located at 777 San Anselmo Avenue in San Anselmo, CA (“Station 19”) for which the Town of San Anselmo is responsible pursuant to Section 9.2 a. The Town of Ross shall contribute twenty-seven percent (27%) and the Town of San Anselmo shall contribute seventy-three percent (73%) toward maintenance costs; provided, however, that the Town of San Anselmo and the Town of Ross shall agree upon an annual budget for such costs for the ensuing fiscal year. The foregoing requirement to agree upon an annual budget is intended to obtain an agreement for the total annual maintenance costs to be shared by the parties and in no event shall such agreement modify the annual percentage obligations for Station 19 maintenance costs of either the Town of Ross or the Town of San Anselmo. Subsequent to adopting the annual budgets for the Town of Ross and Town of San Anselmo, and prior to incurring any unbudgeted cost under Section 9.2 a. in excess of \$10,000 for Fire Station 19, the Town of San Anselmo shall notify the Town of Ross, and the parties shall meet and confer and agree on any such cost to be incurred.

2. Effective on the Ross Fire Station Closure Date, Section 9.4, **Certain Service Levels**, shall be deleted in its entirety and replaced with the following:

"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at two of the three fire stations and not less than two (2) full-time sworn trained firefighters at the third fire station. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

3. A new Section 9.5, **Closure of Ross Fire Station**, is hereby added to the Agreement to read as follows:

“9.5 Closure of Ross Fire Station and Movement of Personnel. As of the Ross Fire Station Closure Date, the Fire Chief shall move personnel from the Ross Fire Station to Station 19 and Station 21 as the Fire Chief deems appropriate.”

4. Section 24.5, **Existing Capital Assets**, subsection a., **Ross Fire Station**, is hereby amended by restating subsection a. to read as follows:

a. Ross Fire Station. Beginning on the Ross Fire Station Closure Date, the Authority's annual operations costs will be reduced (the "Savings") due to the closure of the Ross Fire Station, the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/ Paramedic positions, with such personnel changes occurring upon the resignation or retirement of the current Captain and Engineer personnel. The annual amount of Savings shall be detailed in the annual budget prepared pursuant to Section 6.2, with the portion of the Savings attributable to personnel changes determined at the time the changes occur, based on the difference in salary and fully loaded benefits of such personnel. The annual amount of the Savings, as shown on the annual budget, shall be credited to the amount of the annual contribution owed by the Town of Ross pursuant to Section 7.1. After the full Savings, by the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/Paramedic positions has been realized, the Members' Percentage Shares (Section 8.1) shall be adjusted to reflect the savings attributed to Ross. In addition, The Town of Ross will be billed by the Authority for actual legal costs (not to exceed \$15,000) incurred by the Authority in connection with the preparation of this Third Amendment.

5. Except as expressly modified by this Third Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.
6. This Third Amendment may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Brian Colbert, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

Town Clerk

SIDE LETTER

**STAFFING / DEPLOYMENT
BETWEEN**

**ROSS VALLEY FIRE DEPARTMENT
AND
ROSS VALLEY FIREFIGHTERS' ASSOCIATION LOCAL 1775**

The Ross Valley Fire Department (hereinafter Department) and the Ross Valley Firefighters' Association (hereinafter Association) have mutually agreed to the following:

- Upon the closure of Fire Station 18 located in Ross, California, scheduled for July 1, 2025, the six assigned personnel (three Fire Captains and three Firefighter Engineers) shall be moved West to increase staffing from two to three personnel at Fire Stations 19 and 21;
- The parties further agree the third person on each engine will be converted to a Firefighter Paramedic Position through attrition.
- Nothing in this letter agreement shall affect the minimum number of personnel required for daily staffing under the parties' MOU.
- The parties agree that the labor-management sub-committee will meet at minimum quarterly, beginning the first quarter of 2022, with the goal of determining how to also increase the staffing to three personnel at Fire Station 20 in Sleepy Hollow. This sub-committee will include at least one Association member representing labor, a Board member from each member agency, and the management committee.

If the foregoing is in accordance with your understanding, please sign below:

For the Department

For the Association

Date: _____

Date: _____